ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO
ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 63
21.04. 2023 god
B E O G R A D

Contract No:

SHANDONG LUIQIAD GROUP CO Ltd

SUBCONTRACT For waterproofing works of concrete constructions of Gallerie at km 177+627, according to Project: Modernization and reconstruction of railway section Novi Sad – Subotica state border Kelebija.

HDPE 膜采购合同

HDPE film purchase contract

Contract No:

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK

BEOGRAD-Novi Beograd

Party B: ANTIKOR DOO BEOGRAD

April 2023

This Subcontract (No.2023-ERGS-XSTL-LW-026) is concluded in Subotica, on_____2023, between:

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And

Party B: ANTIKOR DOO BEOGRAD, MB: 07007060, PIB: 100000571, Požeška 7, 11030, Beograd (Čukarica). Represented by Miloš Tatomir.

According to the relevant laws of Serbia, in line with the principles of equality, voluntariness, fairness, and good faith, In order to complete the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-II with high quality, high efficiency and smoothly, Party A entrusts Party B to carry out the Waterproofing Work of Bridges and Underpasses, and the following agreements are reached after mutual agreement:
根据塞尔维亚有关法律，本着平等、自愿、公平、诚实信用的原则，为高质量、高效、顺利完成为塞尔维亚共和国境内匈塞铁路现代化改造诺维萨德-苏博蒂察-边境（克莱比奥）区段土建与轨道工程二标项目，甲方委托乙方执行 177+627 防水工程分包，经双方协商一致，达成如下协议：

NOW IT IS HEREBY AGREED AS FOLLOWS:

定义与解释

Employer: refers to **Railway Infrastructure Serbia Co., Ltd., the Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia** and their successors, as well as the **Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.**
发包人：指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、交通和基础设施部，以及中铁国际与中交股份联营体。

The words indicating single-gender in the Contract include all genders unless otherwise specified.
除非另有说明，本合同中的"单一性别"字样，包括所有性别。

The words indicating the singular include the plural, and the words indicating the plural also include the singular.
表示单数的词语包括复数，表示复数的词语也包括单数。

Day: refers to the calendar day unless otherwise specified.
天：除另有规定外，均为日历日。

Supervisor: refers to the legal entity or other organization appointed by the Employer to supervise and manage the Party A's(including Party A's subcontractors) performance of the construction work.
监理：指发包人指定对甲方(包括甲方的分包商)实施施工进行监督管理的法人或其他组织。

1. The purposes and requirements of this Subcontract

1、本分包合同的目的和要求

1.1 Whereas, theParty A has entered into a Commercial Contract with Party B

1.1 鉴于，甲方已与乙方签订商业合同

1.2 By the conclusion of this Subcontract, theParty A decides to conduct construction of waterproofing works of concrete constructions of Gallerie at km 177+627, according to Project: Modernization and reconstruction of railway section Novi Sad – Subotica state border Kelebija (hereinafter referred as "**Subcontracted Works**") for which will be further stated in the 2.1 of this Subcontract, by engaging the Party B accepts to execute work with its machinery, workforce, materials, equipment and tools execute contracted works professionally and ensuring high quality execution, all according to technical conditions, theParty A's needs and requirements, rules and regulations related to construction works specified in offer No. 12-2/DŠ, dated April 18,2023. which is an integral part of this Subcontract.

1.2 在本分包合同结束时，甲方决定根据项目：Novi Sad – Subotica state border Kelebija 铁路段的现代化和重建（以下简称作为"**分包工程**"），将在本分包合同的 2.1 中进一步说明，通过聘请乙方接受使用其机械、劳动力、材料、设备和工具执行工作，专业地执行合同工程并确保高质量执行，所有根据 2023 年 4 月 18 日报价单 12-2/DŠ 中规定的技术条件、甲方的需求和要求、与建筑工程相关的规则和条例。是本分包合同的组成部分。

1.3 The Party B shall perform the works envisaged by this Subcontract in accordance with all articles specified in this Subcontract. The Party B is obligated to execute the works successively, professionally, responsibly, following the rules of the profession regarding the referred works execution, with good workmanship during the validity period of this Subcontract, in accordance with the needs and requirements of theParty A.

1.3 乙方应按照本分包合同规定的所有条款进行本分包合同规定的工作。乙方有义务在本分包合同有效期内，按照甲方的需要和要求，以良好的工艺连续、专业、负责任地执行工程，遵守有关工程执行的专业规则。

1.4 And, whereas the Party B has examined and has fully acknowledged of all the requirements of theParty A and all related Subcontracted Works specification, standards and laws in Serbia to extent they relate to the Subcontracted Works, ascertain and understand environment, construction conditions and geological conditions of the site where preliminary works performed and technical documentation are prepared.

1.4 并且，鉴于乙方已检查并充分了解甲方的所有要求以及塞尔维亚所有相关的分包工程规范、标准和法律，以确保它们与分包工程相关，确定并了解环境、施工条件和地质条件 执行初步工作和准备技术文件的地点。

2. Subject of the subcontract

2. 分包标的

2.1 The Party B is obliged to, within the scope of works as set forth in the Offer and requirements in the technical specification and design documents, to perform all works which includes but no limitation to:

2.1 乙方有义务在投标书规定的工程范围内，按照技术规范和设计文件的要求，完成包括但不限于：

（1）Preparation of the method statement

（1）方法说明的准备

（2）Procurement of materials with valid certificates under the regulation of Republic of Serbia

（2）塞尔维亚共和国规定凭有效证件采购材料

（3）Keeping the Construction log, Measurement book and Inspection book in accordance with the relevant Law

（3）根据相关法律保存施工日志、测量书和检查书

（4）Preparation of the Health and safety plan in accordance with the relevant Law

（4）根据相关法律制定健康和安全计划

（5）And everything else in line with accepted offer No. 12-2/DŠ, dated April 18,2023.

（5）其他一切都符合 2023 年 4 月 18 日已接受的第 12-2/DŠ 号报价。

2.2 Party B shall provide services throughout the construction period of this Subcontract including expertise and prompt answers to letters received from theParty A, amendment and modifications of construction programed, presence in the meeting required by theParty A, cooperation with on-site construction coordination.

2.2 乙方应在本分包合同的整个施工期间提供服务，包括专业知识和对收到的甲方来信的及时答复、施工计划的修改和修改、出席甲方要求的会议、配合现场施工协调。

All correspondences between parties will be valid only if it is made on following address, the language for communication shall be English:

双方之间的所有通信只有在以下地址进行时才有效，通信语言为英语：

Party A: **SHANDONG Luiqiad Group Co Ltd**
Address: **Trg prijateljstva Srbije i Kine br 4, 11070 Novi Beograd**
Email:sewyxstlerwz@gmail.com
甲方：**SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd**
地址： **Trg prijateljstva Srbije i Kine br 4, 11070 Novi Beograd**
电子邮件： huanc1995@gmail.com

Party B: **Antikor Doo Belgrade**
Address: **Vladimira Popovica 6, 11070 Beograd**
Email: njsavkovic.antikor@gmail.com, office@antikor.co.rs
乙方： **ANTIKOR DOO BEOGRA**
地址： **Vladimira Popovica 6, 11070 BEOGRA**
电子邮件： njsavkovic.antikor@gmail.com office@antikor.co.rs

If the address is changed, there will be obligation of parties to notify each other regarding such matter, latest in 3 days from the day of change.Also, parties will have obligation to confirm the receipt of written notice of other party at the same day if it possible, and to answer on such written notice of each other, latest 2 days from receipt. Provided that the Party B fails to reply and clarify the correspondence within the given period, then any decisions or instructions in the correspondence shall be deemed to be accepted and agreed by the Party B to act.

如果地址发生变更，双方有义务就此类事项相互通知，最迟在变更之日起 3 天内通知对方。此外，如果可能，双方将有义务在同一天确认收到另一方的书面通知，并最迟在收到后 2 天内就对方

的此类书面通知作出答复。倘若乙方未在规定期限内回复并澄清该函件，则该函件中的任何决定或指示均视为接受并同意乙方采取行动。

2.3 The Party B shall not transfer any rights, benefits, obligations or responsibilities to a third party, nor subcontract any part or all parts of Subcontracted works to a third party without written consent from theParty A. In case of the violation of this Article by the Party B, theParty A is entitled to claim to the Party B and terminate this Subcontract without any notice in advance.

2.3 乙方不得将任何权利、利益、义务或责任转让给第三方，未经甲方书面同意，不得将分包工程的任何部分或全部分包给第三方。乙方违反本条规定的，甲方有权向乙方索赔并终止本分包合同，且不会通知乙方。

3. Construction requirement

三、施工要求

3.1 The Party B shall carry out all Subcontracted works in accordance with the requirements and specification defined in the design and legislation of Republic of Serbia. TheParty A has the right to refuse to conduct any payment for substandard works or the performed works that are still defective.

3.1 乙方应按照塞尔维亚共和国设计和立法中规定的要求和规范执行所有分包工程。甲方有权拒绝对不合格的工程或仍存在缺陷的已完成工程进行任何付款。

3.2 Party B commits to conduct all construction activities and related works for implementing this subcontract is strictly act in accordance with regulations of Health, Safety and Environment specified in the law of Serbia and theParty A's HSE management system.

3.2 乙方承诺为实施本分包合同所进行的所有施工活动和相关工程将严格按照健康、安全和环境的规定进行。符合塞尔维亚法律和甲方 HSE 管理体系的规定。

3.3 Prior to commencement of the subcontracted works, the Party B commits to submit theParty A with request of approval for material which the Party B intend to use in the construction of waterproofing system. If the submitted material usage proposal is rejected by theParty A or Engineer, the Party B shall provide theParty A with other proposal until it is accepted byParty A or Engineer.

3.3 在分包工程开始之前，乙方承诺向甲方提交乙方打算用于防水系统施工的材料的批准请求。如果提交的材料使用建议被甲方或工程师拒绝，乙方应向甲方提供其他建议，直至被甲方或工程师接受。

3.4 The Party B shall provide theParty A with products qualification certificates for every batch of material for waterproofing construction, and as per theParty A's needs to provide all necessary quality reports for those raw materials which used as part of the fabricated waterproofing system.

3.4 乙方应向甲方提供每批次防水施工材料的产品合格证，并根据甲方的需要，提供用于装配式防水系统的原材料的所有必要的质量报告。

4. Schedule of Subcontracted Works

4. 分包工程进度表

4.1Party A is obligate to submits Party B timely documentation related to the dynamics of works which will be the integral part of this Contract. The Party B shall start the subcontracted works within 7 days after the instruction issued by theParty A's representative person on-site in writing by email or letter to the address stated in the clause 2.2 of this subcontract, the construction sequence of Subcontracted works shall strictly follow theParty A's preliminary dynamic plan.

4.1 甲方有义务及时向乙方提交与工程动态相关的文件，这些文件将成为本合同的组成部分。乙方应在

甲方代表以电子邮件或信函方式向本分包合同第 2.2 条规定的地址发出现场书面指示后 7 日内开始分包工程，分包工程施工顺序应严格按照甲方的初步动态计划。

4.2 The Party B has the right to extend the agreed deadline of subcontracted works, if the execution of the works within the stipulated time was hindered due to:

4.2 如果在规定时间内实施工程因以下原因受到阻碍，乙方有权延长约定的分包工程期限：

（1）Contractor's order to amend the works;

（1）甲方修改工程的命令；

（2）If theParty A fails to provide working conditions that is required, under the provisions of this subcontract.

（2）甲方不能提供应有的工作条件的，按本分包合同的规定。

（3）Financial issues-unpaid financial obligations due to this contract.

(3)财务问题——因本合同而未支付的财务义务。

5. Subcontract's Price

5. 分包价格

5.1 The unit price of subcontracted works as shown in the offer No. 12-2/DŠ, dated April 18,2023., hereinafter referred as ("Offer"). The total estimated subcontract price is 47.874,20 EUR (exclusive of VAT). Payment calculation of actual performed works will be carried out on the basis of the signed quantity of works by the authorized representative of both parties registered in the measurement books and accepted fix unit price.

5.1 2023 年 4 月 18 日报价 No.12-2/DŠ所示的分包工程单价，以下简称（"报价"）。预估分包合同总价为 47874.20 欧元（不含增值税）。实际完成工程的付款计算将根据双方授权代表在测量簿中登记的工程量和接受的固定单价进行结算。

5.2 The unit price in Offer shall remain valid until the end of April 2023, and the price beyond that time shall determine by the parties after negotiation and signing of a supplementary agreement.

5 .2 Offer 中的单价有效期至 2023 年 4 月底，逾期价格由双方协商并签订补充协议后确定。

5.3The unit price specified in the Offer includes all expenses required for equipment, machinery, personnel, transportation and its permit cost, materials, necessary tools and manpower as needed for completion of the subcontracted works.

5.3 报价中规定的单价包括完成分包工程所需的设备、机械、人员、运输及其许可证费用、材料、必要工具和人力的所有费用。

6. Measurement and Payment

6、计量与支付

6.1 Quantities in the accepted offer are calculated on a per unit basis.

6.1 已接受报价中的数量按单位计算。

（1）The actual performed quantity registered in the measurement book shall be submitted to theParty A for his approval after Party B finish his works.if the quantity is correct，TheParty A shall approve the same quantity within 5 days.

（1）在乙方完成工程后，应将测量簿中登记的实际施工完成的数量提交甲方批准，如果数量没有错误，甲方应在 5 天内同意。

（2）If the Party A does not certify the measurement books within 5 days from the date of delivery by the Party B, they will be considered automatically accepted and the Party B can issue the temporary situation (interim payment certificate).

（2）甲方未在乙方交货之日起 5 日内对计量书进行证明的，视为自动接受，乙方可出具临时情况（期

中付款证明）。

6.2 The temporary situation (interim payment certificate) shall be made on monthly basis according to the signed measurement book by both parties and accepted fix unit price. The interim payment certificate shall be verified from Party B andParty A within 3 days from the submission of interim payment certificate from Party B toParty A.

6.2 临时情况（临时付款凭证）按双方签订的计量书和接受的固定单价按月制作。乙方和甲方应在乙方向甲方提交期中付款证明后 3 天内验证期中付款证明。

7. Payment

7.付款

7.1 Payment

Payment will be made in RSD (Serbian dinars) at the Middle Exchange rate of the National Bank of Serbia for EUR/RSD valid on the date of payment.

The material payment shall be paid within 7 days after the materials are delivered to the construction site for acceptance.

The remaining part of the project value will be settled and paid on a monthly basis. Party B will issue an invoice based on the completed quantity signed by both parties each month, and Party A will pay Party B within 30 days after receiving the invoice.

The actual quantities will be defined Signed by both Party A and Party B by the Building Billing Sheet.

7.1 付款

付款将以 RSD（塞尔维亚第纳尔）按照塞尔维亚国家银行对欧元/RSD 的中间汇率在付款之日有效。

材料交付施工现场验收合格后 7 日内支付材料款。

工程价值的剩余部分将按月结算付款，乙方根据每月双方签字确认完成的数量开具发票，甲方在收到发票后 30 天内支付给乙方。

实际数量将由甲乙双方签字的建筑账单表确认。

7.2 settlement

ThePartyA shall pay the Party B for interim payment certificate within 30 days from the issuing date of IPC by transferring to the bank account which stated in sub-clause 7.4 of this subcontract.

Payment will be made in RSD (Serbian dinars) at the Middle Exchange rate of the National Bank of Serbia for EUR/RSD valid on the date of payment.

7.2 结算

甲方应在 IPC 签发之日起 30 日内向乙方支付期中付款证明，汇款至本分包合同第 7.4 款规定的银行账户付款将以 RSD（塞尔维亚第纳尔）按照塞尔维亚国家银行对欧元/RSD 的中间汇率在付款之日有效。

7.3 The bank account number of Party B: 160-275535-08 Banka Intesa, 170-690-78 Unicredit bank

7.3乙方银行账号：160-275535-08 Banka Intesa, 170-690-78 Unicredit bank。

8. Taking over by thePartyA

8. 甲方接管

8.1 When the Party B completes the Subcontract Works as required by Article 2, The Party B shall apply by notice to thePartyA for an Taking-Over of the Subcontract Works not later than 5 days before the works will be completed and ready for taking over. ThePartyA shall respond to the notification to the Party B within 7 days from the date of receiving the notification.

8.1 在分包工程竣工准备接收前 5 天通知甲方接收分包工程。甲方应在收到通知之日起 7 日内回复乙方

的通知。

8.2 The Party B and theParty A are obliged to proceed without delay to the Taking-Over of the Works and the final calculation after the submission of all the necessary documentation on the confirmation of the quality, which is concluded in the construction log signed by the Party B,Party A. And then make the final payment certificate without any comments fromParty A.

8.2 在提交所有必要的质量确认文件后，乙方和甲方有义务毫不拖延地进行工程接收和最终计算，这些文件已在施工日志中由乙方和甲方签署。然后在没有甲方任何意见的情况下制作最终的付款凭证。

8.3 In case theParty A finds defects or proposes requirement in this procedure, the Party B is obliged to remove them in the deadline proposed by theParty A.

8.3 如果甲方在本程序中发现缺陷或提出要求，乙方有义务在甲方提出的期限内消除缺陷。

8.4 If the Party B does not act in line with the requirement from theParty A or remove the defects in the proposed deadline, theParty A shall by hiring third parties remove the defects, at the expense of the Party B by due payment.

8.4 如果乙方未按照甲方的要求采取行动或未在建议的期限内消除缺陷，甲方有权终止乙方的合同。甲方应通过聘请第三方消除缺陷，费用由乙方支付。

9. Warranty Period 质保期

9.1 Warranty period shall be 2 years starting from the day of taking over for subcontracted works between theParty A and Party B. Taking over protocol will be sign betweenParty A and Party B 15 days after Party B finished his work, waterproofing separately.

9.1 质保期为 2 年，自甲方与乙方之间的分包工程接收之日起计算。乙方完成工作后 15 天，甲方和乙方将分别针对防水工程签署接管协议。

9.2 In case of damages and defects,Party A and Party B shall perform joint inspection and conclude the cause of defects. If the defects are the fault of the Party B, the Party B shall remedy any defects or damage that would appear during the warranty period at their own expense, without delay, but not longer than 10 days from the receipt ofParty A's notice. If the Party B does not remedy the deficiencies within the time limit specified, theParty A has the right to engage the third party to remove such defects at the expense of the Party B.

9.2 如有损坏和缺陷，甲方和乙方应进行联合检查并确定缺陷原因。如果缺陷是乙方的过错，乙方应自费补救在保修期内出现的任何缺陷或损坏，不得拖延，但不得超过收到甲方通知后的 10 天。如果乙方未在规定的期限内补救缺陷，则甲方有权聘请第三方消除此类缺陷，费用由乙方承担。

10.Party A's Responsibilities 甲方的责任

10.甲方的责任甲方的责任

10.1 TheParty A Shell pays the Party B all agreed amount in accordance with this Subcontract.

10.1 甲方按本分包合同约定向乙方支付全部货款。

10.2 TheParty A is responsible for reviewing the documents that the Party B submitted under the Subcontract, but the review and approval by theParty A shall not exempt the Party B's responsibility.

10.2 甲方负责对乙方根据分包合同提交的文件进行审核，但甲方的审核同意不免除乙方的责任。

10.3 Upon the effectiveness of this Subcontract, theParty A shall assign the responsible person for this Subcontract works.

10.3 本分包合同生效后，甲方应指定本分包工程的负责人。

10.4TheParty A shall have the rights to dynamically track and manage the construction period, quality, safety and civilized construction of the entire subcontracted project to ensure the good implementation of all

work tasks. In case any breaches of regulations related to HSE or construction period, the clause 3.2 of this subcontract shall be activated, and the corresponding penalty shall be deducted from the agreed amount of interim payment certificate for indicated month.

10.4 甲方有权对整个分包工程的工期、质量、安全、文明施工情况进行动态跟踪管理，确保各项工作任务的顺利实施。如违反 HSE 或工期相关规定，本分包合同第 3.2 条将被激活，相应的违约金将从指定月份期中付款凭证的约定金额中扣除。

10.5 Party A obligation is to provide access roads for all the bridges for vehicles and trucks for materials and tools supplying or machinery for vertical and horizontal transport.

10.5 甲方有义务为车辆和卡车的所有桥梁、物料和工具的供应或垂直和横向运输的机械提供通道。

10.6 Party A obligation is to provide storage space on site for store materials, tools and equipment and site security.

10.6 甲方有义务在现场提供存放材料、工具和设备的储存空间，并保证现场安全。

10.7 Party A obligation is to perform all concrete works in accordance with the technical documentation, technical instructions for waterproofing, painting and coatings concrete and pedestrian paths, applicable standards and Party B Method statement.

10.7 甲方有义务按照技术文件、混凝土和人行道的防水、油漆和涂料的技术说明、适用标准和乙方方法声明实施所有混凝土工程。

10.8 Appoint the responsible person(s) for supervising, signing the necessary documentation and for coordination with the Party B.

10.8 指定负责人监督、签署必要的文件并与乙方协调。

10.9 甲方的义务是提供所有必要的工作许可证，并确保乙方工作的连续性不间断。

10.10 And other obligations mentioned in agreed offer.

10.10 以及约定要约中提及的其他义务。

11. Party B's Responsibilities

11. 乙方的责任

11.1 Execution of the Subcontract works will be done in accordance with the requirements of relevant specifications and all regulations applicable in Republic of Serbia and carry out subcontract works in accordance with the best standards in practice and generally accepted technical requirements in the design.

11.1 分包工程的实施应符合塞尔维亚共和国适用的相关规范和所有法规的要求，并按照实践中的最佳标准和设计中普遍接受的技术要求实施分包工程。

11.2 The Party B is obliged to carry out all works in accordance with the Occupational Safety and Health Law, the Fire Protection Act, the Environmental Protection Law and other laws and bylaws that define these areas more closely. The Party B is especially obliged to ensures safety and security of people and property and ensures adherence to health, safety, environment and hygiene at the worksite for the duration of works, to organize it in accordance with theParty A' s regulations and documentations which regulates the construction site.

11.2 乙方有义务根据《职业安全与健康法》、《消防法》、《环境保护法》和其他对这些领域有更严格规定的法律和细则开展所有工作。乙方特别有义务确保人员和财产的安全和保障，并确保在工程期间遵守工地的健康、安全、环境和卫生，并根据甲方的规范施工的规章和文件进行组织地点。

11.3 TheParty A does not bear any material or any other liability if the Party B in the part of the labor law does not implement the social policy of the Republic of Serbia, align accordance with the applicable regulations.

11.3 如果乙方在劳动法部分不执行塞尔维亚共和国社会政策，符合适用法规，甲方不承担任何物质或

任何其他责任。

11.4 The Party B shall produce and maintain construction documentation including the Construction log, the Measurement Book, and other documents specified in theParty A's quality assurance system.

11.4 乙方应编制和保存施工文件，包括施工日志、测量手册和甲方质量保证体系规定的其他文件。

11.5 The Subcontract works shall be executed by the competent personnel with license, arrangement of hiring, firing and managing all employees, as well as payroll, taxes and other payments in compliance with the law of Serbia.

11.5 分包工程应由持有许可证的合格人员执行，安排雇用、解雇和管理所有员工，以及支付工资、税款和其他符合塞尔维亚法律的款项。

11.6 After handing over the works, the Party B shall collect and remove all his tools, equipment, machinery, excess material, waste and garbage from the construction site remaining after the Works and take them out of the construction site in his storage. To avoid any doubts, waste shall mean all substances, articles, materials, cardboard packaging, paper packaging of leaves or wood, as well as other materials used by the Party B during the works.

11.6 工程移交后，乙方应收集并运走施工现场遗留的所有工具、设备、机械、多余材料、废料和垃圾，并将其运出施工现场存放。为避免任何疑问，废弃物应包含乙方在工程中使用的所有物质、物品、材料、纸板包装、树叶或木材的纸包装，以及其他材料。

11.7 Provide and submit all necessary documentation to allow theParty A to submit the request for approval of the Subcontract by the Employer.

11.7 提供并提交所有必要的文件，以便甲方向业主提交分包合同的批准申请。

11.8 Appoint the responsible person(s) of the Party B that will be in charge and act on his behalf for the contractual obligations and Site coordination of all the Party B’ s activities.

11.8 指定乙方负责人，该负责人将负责并代表乙方履行合同义务，并负责乙方所有活动的现场协调。

11.9 Prior to commencement of the works prepare and submit the Method statement, explaining in details the Party B's method and technology of the works.

11.9 在工程开工前，准备并提交施工说明书，详细说明乙方的施工方法和技术。

12.Other

12.其他

12.1 Force Majeure / 不可抗力

12.1.1Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after the signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis, and other natural disasters, strikes, riots, wars (whether declared or not); Both parties to the contract agree that the impact of Covid-19 is not a force majeure event.

10.2.1 不可抗力事件是指在本分包合同签订后发生的任何超出受影响方合理控制的、不可预见或不可避免、或即使可预见也无法克服的事件，使本分包合同的全部或部分履行在客观上不可能或不切实际的。此类事件包括但不限于洪水、台风、地震、海啸等自然灾害、罢工、骚乱、战争（无论是否宣战）；合同双方一致同意新冠疫情的影响不属于不可抗力事件。

12.1.2 If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching the Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately including the complete reasonable details and inform the other party if the force majeure leads to

suspension of the execution.
12.1.2 任何一方因不可抗力不履行合同义务的，受影响方不承担违反分包合同的责任，受不可抗力影响的一方应立即将不可抗力包括完整的合理细节告知对方，并在不可抗力导致中止执行的情况下通知对方。

12.1.3 If force majeure affects all or part of the work, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the work. When the force majeure event occurs, each party shall try its best to minimize the impact of the force majeure event on the Project. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.
10.1.3 如果不可抗力影响全部或部分工作，双方应协商采取应对措施，包括是否推迟或终止部分或全部工作。当不可抗力事件发生时，各方应尽最大努力将不可抗力事件对项目的影响降至最低。如果不可抗力事件的影响已经停止，一方应通知另一方。

12.1.4 Both parties to the contract agree that they will each bear any loss caused to themselves due to force majeure events, and will not claim compensation from the other party。
12.1.4 合同双方同意，各自承担因不可抗力事件给自己带来的任何损失，且将不向对方要求赔偿。

12.2Responsibility for Breaching the Subcontract / 违反分包合同的责任
12.2.1 If Party B cannot perform this subcontract according to the dynamic plan required by Party A or other requirements due to reasons of Party B, Party A has the right to choose other subcontractors and terminate the subcontract.
12.2.1 如因乙方原因不能按照甲方要求的动态计划或其他要求履行本分包合同，甲方有权选择其他分包商，并解除分包合同。

12.3The Suspension and Termination of Subcontract / 分包合同的中止和终止
12.3.1In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay Party B according to the relevant claim clauses of this Subcontract.
12.3.1 根据甲方与其发包人之间的合同，无论乙方是否违反分包合同，发包人可以随时自行决定终止全部或部分工程。甲方将终止通知转发给乙方，乙方应配合甲方向发包人提出终止索赔。如因乙方不配合给甲方造成损失，乙方应承担责任和损失。如果索赔成功并且能够收到发包人的赔偿，甲方将根据本分包合同的相关索赔条款向乙方支付费用。

12.3.2 According to the requirements of the Employer, if Party A entrusts a subcontractor to implement construction, it shall submit an application to the Employer to nominate a subcontractor. If the construction cannot be carried out because the Employer refuses to nominate Party B, the subcontract shall be automatically terminated. Party B cannot claim against Party A for this reason.
12.3.2 根据发包人要求，甲方委托分包商实施施工需向发包人提出提名分包商的申请，若因发包人拒绝对乙方的提名导致无法施工，则该分包合同自动终止。乙方不能因此向甲方提出索赔。

12.4 Settlements of Disputes

12.4 争端解决

12.4.1Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the commercial court of Belgrade.

12.4.1 甲乙双方同意协商解决任何争议。协商不成的，由贝尔格莱德商事法庭解决。

12.5 Abidance by Law

12.5 遵纪守法

12.5.1 If there is any inconsistency, contradiction, or conflict between this subcontract / the actions of either party to the subcontract and applicable law in Serbia, both parties to the contract shall remind each other in good faith, and both parties shall negotiate amicably to amend this subcontract.

12.5.1 如果本分包合同/分包合同任何一方的行为与塞尔维亚适用的法律有任何不一致、矛盾或冲突，合同双方应善意相互提醒，双方应友好协商修改本分包合同。

12.5.2Party B shall indemnify Party A and its personnel against all claims, damages, losses, and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, negligence, willful acts.

12.5.2 乙方应赔偿甲方及其人员因乙方或其人员违反适用法律、疏忽、故意行为而引起的任何种类和性质的所有索赔、损害、损失和费用（包括法律费用和开支）。

13.The Application of Subcontract

13.分包合同生效

13.1Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon the signature and seal of both parties. The contractual obligations are fully fulfilled and all payments have been made, the Subcontract ceases to be active.

13.1 分包合同的生效和无效条件：分包合同自双方签字盖章之日起生效。合同义务已完全履行并已支付所有款项，分包合同不再有效。

13.2Neither Contracting Party may assign or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Contracting Party given in writing.

13.2 未经合同任意一方事先书面同意，合同任意一方不得将本协议或由此产生的权利和义务转让或转让给第三方。

13.3This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal agreement or understanding, and communication that is made before this subcontract is issued. If the appendix of this subcontract is inconsistent with the text of this subcontract, the text of this subcontract has the priority of interpretation.

13.3 本分包合同及其附件应视为双方之间的完整协议，将取代之前的任何口头协议或谅解，以及本分包合同签发前的沟通。 本分包合同附件与本分包合同正文不一致的，以本分包合同正文为准。

13.4The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.

13.4 本协议任何条款的非法性、无效性或不可执行性不影响其他条款的有效性和可执行性。

13.5Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.
13.5 本协议或其附件的修改须经双方的法人或授权代表签署书面协议方可生效。

13.6 For issues not covered by this Subcontract, the Serbian Laws will apply related to the contract subject. In the case laws don't regulate certain subjects, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Subcontract and have the same legal effect as this Subcontract.
13.6 对于本分包合同未涵盖的问题，将适用与该主题相关的塞尔维亚法律。法律对某些事项没有规定的，双方协商签订补充协议。补充协议作为本分包合同的补充文件，与本分包合同具有同等法律效力。

13.7 The subcontract is written in Chinese and English. In case of any discrepancy, the English version shall prevail.
13.7 该分包合同是用中文、英文及书就。如有任何差异，以英文版本为准。

13.8 This Subcontract is made in quadruplicate, with each party holding two copies.
13.8 本分包合同一式四份，双方各持两份。

ThePartyA (Seal):
甲方：（公章）

Legal Representative :

The Party B(Seal):
乙方：（公章）

Legal Representative :

附件 1：报价单

Attachment 1: Quotation

ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 364-12/1
18.04 2023 god
B E O G R A D

ANTIKOR DOO BEOGRAD SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE

SHANDONG LUIQIAO GROUP CO Ltd.
Trg prijateljstva Srbije i Kine br.4
11070 Novi Beograd

Commercial sector
Offer No. 12-2/DŠ
Belgrade, April 18, 2023.

According to your inquiry, we are sending you

INNOVATED OFFER

For waterproofing works of concrete constructions of Gallerie at km 177+627, according to Project: Modernization and reconstruction of railway section Novi Sad – Subotica state border Kelebija.

SPECIFICATION OF WORKS AND PRICES

Description of works according inquiry BoQ	Description of works	Unit	Total Quantity	Unit Price Material (€)	Unit Price Works (€)	Unit Price Materials+ Works(€)	Total Value (€)
Apply waterproofing of bottom and lateral surfaces of foundations with pre applied waterproofing membranes/unique composite sheets comprised of a thick HDPE film, pressure sensitive adhesive, and weather resistant protective coating Preprufe 300R Plus or other with same or better characteristics.Work against this item shall conform to the relevant technical conditions and standards, and the manufacturer's technology. The price includes purchase of materials, transport and application.	- Procurement and installation of the HDPE membrane Preprufe 300R Plus by hand using a cold process by joining the flaps by gluing with Preprufe Tape LT. Treatment of transverse joints and details with Preprufe LT tape on the installed membrane	m^2	1.852,00	19,20	6,65	25,85	47.874,20
						TOTAL VALUE MATERIALS (€):	35.558,40
						TOTAL VALUE WORKS (€):	12.315,80

NOTES:

Importance of material prices:

- Prices of Preprufe waterproofing system, valid for contracting until the end of April 2023., with obligation that the all of materials must be delivered till end of May, 2023.

Poslovne prostorije: 11070 BEOGRAD, Vladimira Popovića 6, tel. +381 (11) 614 92 88; fax: (011) 614 91 54
Adresa: 11030 Beograd, Požeška 7 ♦ Web: www. Antikor.co.rs ♦ E-mail: office@antikor.co.rs
Tekući račun: 160-275535-08 BANCA INTESA BG ♦ Matični br.: 07007060 ♦ Šifra delatnosti: 4339♦PIB:100000571

Adresa za stanje pošte: **ANTIKOR DOO, 11070 Beograd, Vladimira Popovića 6**

Material delivery deadlines:

- After the signing of contract, the delivery of materials is 7-10 working days

Technical conditions and notes

- All other additional preparations on the substrate removal, reparation, filling of cracks, teveling, are the responsibility of the Contractor.
- If there is need for Independent laboratory testings such as pull off tests with issuing of report, it would be obligation of Contractor,but all the internal testings and measurements during work execution is in Subcontractor's scope of works, also making of internal records after testings and measurements which Subcontractor can hand it to the Contractor as per need.
- Obligation of Contractor is to provide access roads for approach and manipulation to the objects or, cranes or similar for vertical transport on object.
- Prices include all costs of materials and works for above positions.
- The price does not include VAT

PAYMENT

Payment of materials will be made within 7 days after its delivery to the construction site.
Remaining part of value for works will be payed by the Contractor to the Subcontractor 30 days after delivering the monthly and final situation.
The actual quantities will be defined by the Building Billing Sheet.

DEADLINES

The works would start after the signing of the Contract and fulfillment of all Contractual obligations, and they will be completed according to the agreed dinamic plan, which will be an integral part of the Contract

OBLIGATIONS

The obligation of the Contractor is to:
- ensure continuity of work without interruption, as well as unimpeded access to the construction site
- provide an enclosed space for the formation of construction sites for workers, equipment, tools and materials
- provide physical security of the working space during the works, in order to store the tools and equipment of the subcontractor
- introduces the Subcontractor to the work (in writing, by entering in the Construction Diary)
- appoints a responsible person on the construction site, who will organize the work on a daily basis, together with Supervisory body of the Contractor, keep the construction log and other documents on the construction site (in writing by entering in the Construction Diary)
- submits timely documentation related to the dynamics of works.
- duly certifies the Construction Diary and the Accounting Sheets of the Construction Book
- ensure that the concrete base before the start of work is in accordance with the recommendations of the material manufacturer.

The Subcontractor's obligation is to:
- to provide a quality and qualified workforce
- to appoint a responsible person on the construction site who will keep a construction diary on a daily basis and other documents on the construction site,
- to perform works professionally and with quality according to the regulations and standards that apply to this type activities,
- to apply HSE measures for its employees,

Option of offer: 30 days

All other conditions will be the subject of the Contract.

Commercial sector,
Dejan Sisovic

ANTIKOR Director
Milos Tatomir